

9333

PAGE 0113 PAGE 260

EASEMENT AGREEMENT

This Easement Agreement, made this 13th day of October, 1986, by and between the WILMINGTON SUBURBAN WATER CORPORATION ("Wilmington Suburban") and CROUSE RECOVERY OF DELAWARE, INC. ("Crouse").

W I T N E S S E T H:

WHEREAS, Crouse is the operator of an energy generating facility and solid waste transfer station (the "Project") situate on lands which Crouse leases from the Delaware Solid Waste Authority ("DSWA") (the "Project Site") pursuant to an agreement of lease between DSWA, as landlord, and Crouse, as tenant, dated October 26, 1983 (the "Lease"); and

WHEREAS, the Lease was amended by an Amendment Agreement No. 1 between DSWA and Crouse and dated August 2, 1984 ("Amendment No. 1"); and

WHEREAS, DSWA is the owner of a certain tract of land adjacent to the Project Site located near Lambsons Lane in New Castle Hundred, New Castle County, State of Delaware (the "Property"); and

WHEREAS, Crouse wishes to connect the Project to the nearby water distribution system operated by

0113 261

Wilmington Suburban; and

WHEREAS, in order to connect the Project with the Wilmington Suburban water distribution system, it was necessary to create an easement across the Property in which to construct and install water lines; and

WHEREAS, under Section 6.02 of the Lease, as amended by Amendment No. 1, DSWA agreed to provide Crouse with easements across the Property to accommodate water utilities coming into the Project; and

WHEREAS, DSWA granted Crouse an easement and right of way across a portion of the Property pursuant to an agreement dated October 3, 1986, a copy of which is attached hereto and marked Exhibit "A" (the "Easement Agreement") to be used for the installation of a water line;

NOW, THEREFORE, it is agreed, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to Crouse, as well as the mutual covenants and promises herein contained that:

1. Grant of Water Line Easement. Pursuant to its rights under the Easement Agreement, Crouse hereby grants and conveys to Wilmington Suburban, its successors and assigns, subject to the terms and conditions hereinafter set forth, an easement and right-of-way twenty (20) feet in width, wherein and whereby Wilmington Suburban shall

have the right, privilege and authority to install, construct, make, repair, maintain, operate, extend, add to and remove at any time, an underground water distribution system to serve the Project Site which shall consist of pipes and other apparatus, including, but not limited to, valves, meters, manholes, lampholes and cleanouts (hereinafter referred to as the "Water Distribution System"), together with the right of ingress and egress to and from the same, on, over, through and across that portion of the Property described by metes and bounds in Exhibit "B" attached hereto and made a part hereof (the "Easement Area"). The intent of this easement is to grant to Wilmington Suburban all of the right, title, and interest granted to Crouse under Exhibit "A" with respect to the Property described in Exhibit "B".

2. Grant of Construction Easement. Pursuant to its rights under the Easement Agreement, Crouse does also hereby grant and convey unto Wilmington Suburban, its successors and assigns, the right, privilege and authority to use two additional strips of land, 20 feet in width each, located immediately adjacent to the Easement area, on either side thereof, said strips of land to run the entire length of the Easement Area (the "Construction Right-Of-Way"). The Construction Right-Of-Way shall be used by Wilmington Suburban for the purpose of constructing,

0113 263

repairing, maintaining, operating, replacing or removing the Water Distribution System, together with such rights of entry upon and passage over the Construction Right-Of-Way, deposit of excavated earth, and storage of material and equipment on such Construction Right-Of-Way as may be necessary for such construction, repair, maintenance, operation, replacement or removal of the Water Distribution System.

3. Restoration of Easement Area. Wilmington Suburban hereby agrees that it shall promptly, following the completion of any construction, reconstruction, maintenance, repair, extension or removal work, restore at its sole cost and expense those portions of the Easement Area and Construction Right-Of-Way which were disturbed by such work, to substantially the same condition as those areas were in prior to such disturbance, except as may otherwise have been agreed in writing between Crouse and Wilmington Suburban.

4. Non Interference. The granting of the easements and rights-of-way hereunder shall be limited so as not to interfere with any existing or contemplated use of the Project Site or the Property by Crouse or DSWA.

5. Binding Effect. The covenants and agreements herein contained shall run with the Property and be binding upon the Property and upon Crouse, its successors and

BOOK 0113 PAGE 264

assigns.

CROUSE RECOVERY OF DELAWARE, INC.

Cheryl Grace Hendrix
Witness

By: [Signature] (SEAL)

WILMINGTON SUBURBAN WATER
CORPORATION

E.D. Dettlhorst
Witness

By: [Signature]



0113 265

EXHIBIT "A"

EASEMENT AGREEMENT

This Easement Agreement, made this 3rd day of October, 1986, by and between the DELAWARE SOLID WASTE AUTHORITY ("DSWA") and CROUSE RECOVERY OF DELAWARE, INC. ("Crouse").

W I T N E S S E T H:

WHEREAS, Crouse is the operator of an energy generating facility and solid waste transfer station (the "Project") situate on lands which Crouse leases from DSWA (the "Project Site") pursuant to an agreement of lease between DSWA, as landlord, and Crouse, as tenant, dated October 26, 1983 (the "Lease"); and

WHEREAS, the Lease was amended by an Amendment Agreement No. 1 between DSWA and Crouse and dated August 2, 1984 ("Amendment No. 1"); and

WHEREAS, DSWA is the owner of a certain tract of land adjacent to the Project Site located near Lambsons Lane in New Castle Hundred, New Castle County, State of Delaware (the "Property"); and

WHEREAS, Crouse wishes to connect the Project to the nearby water distribution system operated by Wilmington Suburban Corporation ("Wilmington Suburban");

0113 266

and

WHEREAS, in order to connect the Project with the Wilmington Suburban water distribution system, it shall be necessary to create an easement across the Property in which to construct and install water lines; and

WHEREAS, under Section 6.02 of the Lease, as amended by Amendment No. 1, DSWA has agreed to provide Crouse with easements across the Property to accommodate water utilities coming into the Project; and

NOW, THEREFORE, it is agreed, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to DSWA, as well as the mutual covenants and promises herein contained that:

1. Grant of Water Line Easement. DSWA hereby grants and conveys to Crouse, its successors and assigns, subject to the terms and conditions hereinafter set forth, an easement and right-of-way twenty (20) feet in width, wherein and whereby Crouse shall have the right, privilege and authority to install, construct, make, repair, maintain, operate, extend, add to and remove at any time, an underground water distribution system consisting of pipes and other apparatus, including, but not limited to, valves, meters, manholes, lampholes and cleanouts (hereinafter referred to as the "Water Distribution System"), together with the right of ingress and egress to and from the same,

0113 PHE 267

on, over, through and across that portion of the Property described by metes and bounds in Exhibit "A" attached hereto and made a part hereof (the "Easement Area"). The duration of the easement shall be the later of the termination or expiration of the Lease, or any extension thereof, or twenty-five years from the date hereof.

2. Grant of Construction Easement. DSWA does also hereby grant and convey unto Crouse, its successors and assigns, the right, privilege and authority to use two additional strips of land, 20 feet in width each, located immediately adjacent to the Easement area, on either side thereof, said strips of land to run the entire length of the Easement Area (the "Construction Right-Of-Way"). The Construction Right-Of-Way shall be used by Crouse for the purpose of constructing, repairing, maintaining, operating, replacing or removing the Water Distribution System, together with such rights of entry upon and passage over the Construction Right-Of-Way, deposit of excavated earth, and storage of material and equipment on such Construction Right-Of-Way as may be necessary for such construction, repair, maintenance, operation, replacement or removal of the Water Distribution System.

3. Restoration of Easement Area. Crouse hereby agrees that it shall promptly, following the completion of any construction, reconstruction, maintenance, repair,

0113 268

extension or removal work, restore at its sole cost and expense those portions of the Easement Area and Construction Right-Of-Way which were disturbed by such work, to substantially the same condition as those areas were in prior to such disturbance, except as may otherwise have been agreed in writing between Crouse and DSWA.

4. Non Interference. The granting of the easements and rights-of-way hereunder shall be limited so as not to interfere with any existing or contemplated use of the Project Site or the Property by DSWA, provided that no use of the Project Site or the Property shall interfere unreasonably with the use by Crouse of the Water Distribution System, and further provided that, upon DSWA's request based upon a reasonable need therefor, the location of the easement granted herein shall be moved at Crouse's expense to another location suitable for the purpose provided by DSWA.

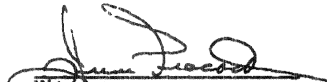
5. Right to Create Sub-Easement. DSWA hereby acknowledges that Crouse intends to enter into an agreement with Wilmington Suburban granting it the right, privilege and authority to construct, maintain and repair the Water Distribution System over the Easement Area and Construction Right-Of-Way. DSWA hereby consents to Crouse and Wilmington Suburban entering into such an agreement and will cooperate with Wilmington Suburban in connection with the construction

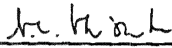
0113 269

and maintenance of the Water Distribution System.

6. Binding Effect. The covenants and agreements herein contained shall run with the Property and be binding upon the Property and upon DSWA, its successors and assigns.

DELAWARE SOLID WASTE AUTHORITY


Witness

By:  (SEAL)

CROUSE RECOVERY OF DELAWARE, INC.


Witness

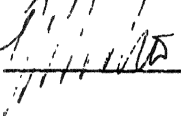
By:  (SEAL)

EXHIBIT A

EXHIBIT A

Description of a 20 foot wide water line easement lying between Conrail and the Pigeon Point Energy Generating Facility, through lands of Delaware Solid Waste Authority, extension of Lambson's Lane, New Castle County, Delaware.

BEGINNING at a point on the southeasterly right of way line of Conrail (formerly Penn Central Railroad), New Castle Cut-off at 100 feet wide, said point of Beginning being distant by a curve to the right having a radius of 5,779.60 feet, an arc length of 115.91 feet measured along the said southeasterly right of way line of Conrail from the point of intersection thereof with the southwesterly right of way line of Conrail (formerly Reading Railroad), Delaware River Extension Branch (at 60 feet wide), said point of Beginning being distant by a chord of South 11°-46'-14" West, 315.76 feet from the last described point;

THENCE from the said point of Beginning through lands of Delaware Solid Waste Authority the twenty (20) following described courses and distances:

- (1) South 64°-18'-00" East, 417.27 feet to a point of curvature;
- (2) Southeasterly along a curve to the right having a radius of 550.00 feet an arc length of 273.17 feet to a point, said point being distant by a chord of South 53°-14'-11" East, 271.17 feet from the last described point;
- (3) South 35°-37'-00" West, 80.40 feet to a point;
- (4) South 26°-23'-00" East, 156.77 feet to a point;
- (5) South 22°-54'-30" West, 108.63 feet to a point;
- (6) South 11°-39'-30" West, 204.37 feet to a point;
- (7) South 34°-52'-42" West, 14.62 feet to a point in the northeasterly parcel line of the Energy Generating Facility;
- (8) Thereby, North 68°-48'-24" West, 20.58 feet to a point;
- (9) North 34°-52'-42" East, 15.38 feet to a point;
- (10) North 11°-39'-30" East, 201.93 feet to a point;
- (11) North 22°-54'-30" East, 105.37 feet to a point;
- (12) North 06°-23'-00" West, 241.51 feet to a point;
- (13) North 54°-23'-00" West, 21.85 feet to a point;
- (14) North 35°-37'-00" East, 30.00 feet to a point;
- (15) South 54°-23'-00" East, 10.00 feet to a point;
- (16) North 35°-37'-00" East, 56.65 feet to a point;
- (17) Northwesternly along a curve to the left having a radius of 530.00 feet an arc length of 248.92 feet to a point of tangency, said point being distant by a chord of North 50°-50'-45" West, 246.64 feet from the last described point;
- (18) North 64°-18'-00" West, 392.47 feet to a point;
- (19) South 13°-59'-40" West, 77.75 feet to a point;
- (20) North 75°-39'-00" West, 20.00 feet to a point on the said southeasterly right of way line of Conrail;

0113 PAGE 271

THENCE thereby northeasterly along a curve to the left having a radius of 5,779.60 feet, an arc length of 102.24 feet to the point and place of beginning, said point being distant by a cross of North 13°-52'-00" East 102.24 feet from the last described point;

CONTAINING within said metes and bounds 0.655 acres of land being the same, more or less...

STATE OF DELAWARE)
KENT) SS
NEWCASTLE COUNTY)

BE IT REMEMBERED, that on this 24th day of December, 1986, personally came before me, a Notary Public for the State of Delaware, H. C. Vesuki, General Manager, ~~MEMBERMAN~~ of DELAWARE SOLID WASTE AUTHORITY, a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said ~~corporation~~ ^{Authority}, that the signature of the General Manager ~~MEMBERMAN~~ thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said ~~corporation~~ ^{Authority}, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said ~~corporation~~ ^{Authority}.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.


Notary Public

STATE OF DELAWARE)
NEW CASTLE COUNTY) SS

BE IT REMEMBERED, that on this 14th day of May, 1986, personally came before me, a Notary Public for the State of Delaware, Charles H. Pemberton, President of CROUSE RECOVERY OF DELAWARE, INC., a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.


Notary Public

0113 273

EXHIBIT B

Description of a portion of a 20' wide water line easement through lands of Delaware Solid Waste Authority, extension of Lambson's Lane, New Castle County, Delaware.

BEGINNING at a point on the southeasterly right of way line of Conrail (formerly Penn Central Railroad), New Castle Cut-off at 100' wide, said point of Beginning being distant by a curve to the right having a radius of 5,779.60', an arc length of 315.80 feet measured along the said southeasterly right of way of Conrail from the point of intersection thereof with the southwesterly right of way line of Conrail (formerly Reading Railroad), Delaware River Extension Branch at 60 feet wide, said point of Beginning being distant by a chord of South 11°-46'-14" West, 315.74 feet from the last described point;

THENCE from the said point of Beginning through lands of Delaware Solid Waste Authority the nine (9) following described courses and distances:

- (1) South 64°-18'-00" East, 417.27 feet to a point of curvature;
- (2) Southeasterly along a curve to the right having a radius of 550.00 feet an arc length of 53.11 feet to a point, being distant by a chord of South 50°-04'-15" East, 270.37 feet from the last described point;
- (3) South 35°-37'-00" West, 71.24 feet to a point;
- (4) Crossing said easement, North 54°-23'-00" West, 20.00 feet to a point;
- (5) North 35°-37'-00" East, 56.65 feet to a point;
- (6) Northwesterly along a curve to the left having a radius of 530.00 feet an arc length of 248.92 feet to a point of tangency, said point being distant by a chord of North 50°-50'-45" West, 246.64 feet from the last described point;
- (7) North 64°-18'-00" West, 392.47 feet to a point;
- (8) South 13°-59'-40" West, 77.75 feet to a point;
- (9) North 75°-39'-00" West, 20.00 feet to a point on the said southeasterly right of way line of Conrail;

THENCE thereby, northeasterly along a curve to the left having a radius of 5,779.60 feet, an arc length of 102.24 feet to the point and place of Beginning, said point being distant by a chord of North 13°-52'-00" East, 102.24 feet from the last described point.

CONTAINING within said metes and bounds 0.3762 acres of land being the same, more or less...

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 3rd day of October, 1986, personally came before me, a Notary Public for the State of Delaware, Harold C. Campbell, President of CROUSE RECOVERY OF DELAWARE, INC., a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the Vice President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Harold C. Campbell
Notary Public

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 15th day of October, 1986, personally came before me, a Notary Public for the State of Delaware, L.M. Perkins, President of WILMINGTON SUBURBAN WATER CORPORATION, a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the Vice President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

L.M. Perkins
Notary Public

LEO J. DUGAN, Jr. Recorder

REC'D FOR RECORD OCT 17 1986